

AG Contract No. KR95 0889TRN
ADOT ECS File No. JPA 95-76
Project No.: BR-984(67)
TRACS No.: SB387 04D
Project: Bridge Management System
Computer Acquisition

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

71480

THIS AGREEMENT is entered into 26 June, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; the application of pavement markings; and the acquisition of computer hardware and software for bridge management.

4. Such project has been selected by the City; the specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

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| NO. <u>19814</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>06/26/95</u> |
| <u>Jane Lee Hall</u> Secretary of State |
| By <u>Vicky Greenwood</u> |

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.

7. The acquisition embraced in this agreement and the estimated cost are as follows: Bridge Management System computer acquisition.

| | | |
|-------------------------|----|-----------|
| Estimated Project Cost | \$ | 12,000.00 |
| Federal Aid Funds @ 80% | \$ | 9,600.00 |
| City Funds @ 20% | \$ | 2,400.00 |

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

a. If such project is approved by FHWA and the funds are available for the project, the State, as authorized agent for the City, with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the City and the FHWA, enter into a contract with a firm to whom the award is made for the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the City and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said acquisition by a change in the extent or scope called for in this agreement, upon the concurrence of the City of the requirement for such increase, the City shall be obligated to incur such expenditure in excess.

2. Prior to the solicitation of bids, the City shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. Upon completion of acquisition, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans or specifications, reports, any engineering in connection therewith, and the acquisition of the materials contemplated, cost over-runs and claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by the State, the City and the FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Phoenix
City Manager
200 W. Washington - 12th fl
Phoenix, AZ 85003-1611

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

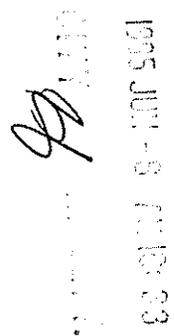
By 
JAMES H. MATTESON, Director
Street Transportation

By 
PETER L. ENO
Contract Administrator

ATTEST:

By 
City Clerk

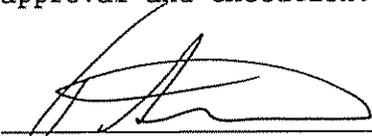
537/17-20
1may


1995 JUL -8 PM 10:33

RESOLUTION

BE IT RESOLVED on this 1st day of May 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County, Pima County, Yuma County, Graham County and the City of Phoenix for the purpose of defining responsibilities for the pass through of federal aid funds for the acquisition of Bridge Management System computers.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE
Director

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16th day of May, 1995.

Michael D. Hoern

ACTING City Attorney

98
CITY
1995 JUN 6 11:10:00

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION Formal Action: Bid Award ___ License Application ___ Other ___
REQUESTED Ordinance ___ Resolution X Emergency Clause? ___ (Y/N)

SUBJECT: CITYWIDE - AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF
TRANSPORTATION AND THE CITY OF PHOENIX FOR THE BRIDGE MANAGEMENT
SYSTEM COMPUTER ACQUISITION.
(NOTE: Please use the same subject as on Page 2 of the RCA)

PREPARED BY Name: Daniel P. Matthews Phone: 2-6871 W.P. Doc. No admrl029-2
Backup Material being sent under separate cover? (Y/N) ___

RECOMMENDED Department Name: Street Transportation Department
BY Date Prepared: 05/09/95 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 05/31/95 Dept Approval: James H. Matteson, P.E.
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ Bid Bond Required? N Performance Bond Required? ___
FORMAL ACTION Submitted by Low Bidder? ___ Amount? \$ ___
Contract Required? ___ Requisition No. ___
Contract Amendment? ___ Current Contract No. ___
Approved by: Ord. ___ FA ___ on Date: _____

BUDGET Encumbrance? ___ (Y/N)
INFORMATION \$2,400 Fiscal Year? ___
Source of Funds: Arizona Highway User Revenue
Index Code(s): 900530
Subobject(s): 4702
Availability of Funds Approval: Cecile Pettle

CITY MANAGER'S OFFICE

APPROVED BY: Jim Matteson for George Britton C.M. Control Number: 24

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-3329/2834 RCA Number: 14862
Ordinance Number: Resolution Number: 18519

AGENDA ACTION This Item was: Adopted
Contract Number (if applicable): 71480

Comments: 7086q

COUNCIL SUPPORT Agenda Date: 05/31/95 ITEM NUMBER: 85

IGA WITH ADOT FOR BRIDGE
MANAGEMENT SYSTEM COMPUTER
ACQUISITION - F-

Request to authorize the City Manager to enter into an agreement with the State of Arizona through its Department of Transportation (ADOT) for the Bridge Management System Computer Acquisition.

The purpose of this computer acquisition is to satisfy the requirements of the Bridge Management System, which is part of the Intermodal Surface Transportation Efficiency Act (ISTEA). ADOT has adopted the PONTIS Bridge Management System to monitor and evaluate their statewide bridge system. The City of Phoenix will adopt the same system in order to ensure compatibility with ADOT's system.

The State shall submit a program containing this computer acquisition to the Federal Highway Administration (FHWA) with the recommendation that it be approved for federal aid funding.

The City shall, prior to the solicitation of bids, deposit funds in the amount determined to be necessary to match federal funds. Upon completion of acquisition, the City will be responsible for the maintenance of the computer system.

This computer acquisition qualifies for Federal Funds. The estimated total cost for this system is \$12,000. The breakdown is as follows:

| | |
|-------------------------|----------|
| Estimated Project Cost | \$12,000 |
| Federal Aid Funds @ 80% | 9,600 |
| City Funds (AHUR) 20% | 2,400 |



RECEIVED

JUN 21 1995

ENGINEERING SERVICE

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0889-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of June, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/64